

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				INITIALS / CONTROL NO.		1. REQUISITION NUMBER N66604-3084-12N7		
<i>OFFEROR MUST COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>								
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER N66604-03-Q-3561		
						6. SOLICITATION ISSUE DATE 2003 JUNE 05		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME		b. TELEPHONE NUMBER (No collect calls) 401-832-1854		FAX NUMBER 401-832-4820		
						8. OFFER DUE DATE / LOCAL TIME 2003 JUNE 25 2:00 p.m.		
9. ISSUED BY Commercial Acquisition Department, Building 11 Naval Undersea Warfare Center Division, Newport Code 5912, Simonpietri Drive Newport, RI 02841-1708		CODE N66604		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(a)			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING DO-C9 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO: CODE N66604		NAICS: 334519		SIZE STANDARD 500		16. ADMINISTERED BY CODE N66604		
MARK FOR:		SEE BLOCK 9 NO PARTIAL SHIPMENTS OR PAYMENTS ARE AUTHORIZED. DIRECT ALL PAYMENT INQUIRIES TO THE INDIVIDUAL IDENTIFIED ON PAGE 2.						
17a. CONTRACTOR / OFFEROR CAGE CODE		18a. PAYMENT WILL BE MADE BY CODE						
POC/TELE. NO. DUNS NUMBER:		THIS IS A REQUEST FOR QUOTATION ONLY. IT IS NOT AN ORDER. RETURN YOUR QUOTE TO THE ADDRESS IN BLOCK 9.						
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK IS CHECKED <input type="checkbox"/> SEE NOTE ABOVE						
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY 22. UNIT 23. UNIT PRICE 24. AMOUNT		
		SEE PAGE 2						
25. ACCOUNTING AND APPROPRIATION DATA								
26. TOTAL AWARD AMOUNT (For Govt. Use Only)								
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.								
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u> </u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <u> </u> OFFER DATED <u> </u> YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: ALL ITEMS				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED		
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:								
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVT. REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVT. REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVT. REPRESENTATIVE				
				32g. E-MAIL OF AUTHORIZED GOVT. REPRESENTATIVE				
33. SHIP. NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY		37. CHECK NUMBER		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.				42a. RECEIVED BY (Print)				
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				42b. RECEIVED AT (Location)				
				42c. DATE REC'D (YY/MM/DD)				
				42d. TOTAL CONTAINERS				

SCHEDULE CONTINUATION

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Provide materials and services to upgrade the sheilded room, B25, in Bldg. 1319 to a semi-anechoic chamber in accordance with the Statement of Work – Attachment #1. Attachment #1 – Statement of Work Attachment #2 – Drawing	1	JO		

THE FOLLOWING CLAUSES ARE APPLICABLE WHEN CHECKED:

DIRECT ALL PAYMENT INQUIRIES TO:

1. If your company's name begins with "A" through "I", contact Nancy Freeman at 401-832-5953.
2. If your company's name begins with "J" through "Z", contact Martha Heitzenrater at 401-832-5957.
3. The FAX number for Receipt Control is 401-832-3075

DELIVERY SCHEDULE

(a) The Government requires delivery to be made according to the following schedule:

ITEM NUMBER	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

(b) The Government will consider offers that propose earlier delivery than the required delivery schedule. Offers that propose delivery that will not clearly fall within the delivery schedule specified above, will either be considered unacceptable, or a later delivery schedule will be negotiated with all offerors. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NUMBER	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

- ☐ 52.204-2, SECURITY REQUIREMENTS, (AUG 1996)
- ☐ 252.204-7000, DISCLOSURE OF INFORMATION (DEC 1991)
- ☒ 252.204-7003, CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
- ☐ 252.204-7004, REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 1998)
- ☐ 252.204-7005, ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (AUG 1999)
- ☐ 52.211-5, MATERIAL REQUIREMENTS, (AUG 2000)
- ☒ 52.211-15, DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)

☐ **52.211-16, VARIATION IN QUANTITY, (APR 1984)**

para.(b) fill-ins:

variation shall be limited to: zero percent increase, and zero percent decrease

variation shall apply to: all items

☐ **52.213-2, INVOICES, (APR 1984)**

The Contractor's invoices must be submitted before payment can be made. The Contractor will be paid on the basis of the invoice, which must state --

(a) The starting and ending dates of the subscription delivery; and

(b) Either that orders have been placed in effect for the addressees required, or that the orders will be placed in effect upon receipt of payment.

☒ **52.213-4, TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (APR 2003)**

Para. (c) fill-in: <http://www.arnet.gov/far/>

☐ **52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)**

☐ **252.225-7001, BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM, (APR 2003)**

☐ **252.225-7002, QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003)**

☐ **252.227-7013, RIGHTS IN TECHNICAL DATA -- NON-COMMERCIAL ITEMS, (NOV 1995)**

☐ **252.227-7014, RIGHTS IN NON-COMMERCIAL COMPUTER SOFTWARE AND NON-COMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (JUN 1995)**

☐ **252.227-7019, VALIDATION OF ASSERTED RESTRICTIONS -- COMPUTER SOFTWARE (JUN 1995)**

☐ **252.227-7030, TECHNICAL DATA - WITHHOLDING OF PAYMENT (MAR 2000)**

☐ **252.227-7036, DECLARATION OF TECHNICAL DATA CONFORMITY (JAN 1997)**

☐ **252.227-7037, VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)**

☐ **52.232-18, AVAILABILITY OF FUNDS, (APR 1984)**

☒ **52.232-23, ASSIGNMENT OF CLAIMS (JAN 1986) - ALT I (APR 1984)**

☐ **52.232-33, PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION) (MAY 1999)**

☒ **52.232-36, PAYMENT BY THIRD PARTY (MAY 1999)**

☒ **52.243-1, CHANGES - FIXED PRICE (AUG 1987)**

☒ **252.243-7001, PRICING OF CONTRACT MODIFICATIONS (DEC 1991)**

☐ **52.245-1, PROPERTY RECORDS, (APR 1984)**

☐ **52.245-2, GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989)**

☐ **52.245-4, GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (APR 1984)**

☐ **252.245-7001, REPORTS OF GOVERNMENT PROPERTY (MAY 1994)**

☐ **52.246-1, CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)**

☐ **52.246-16, RESPONSIBILITY FOR SUPPLIES (APR 1984)**

☐ **252.246-7000, MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)**

☐ **NOTICE TO SUPPLIERS (FAR 52.213-3) (APR 1984)**

This is a firm offer ONLY if your price does not exceed the maximum line item or total price in the schedule. Submit invoices to the contracting officer. If you cannot perform in exact accordance with this order, withhold performance and notify the contracting officer immediately, giving your quotation.

___ PREPAID SHIPMENT - REIMBURSABLE TRANSPORTATION

The contractor shall prepay transportation charges subject to reimbursement by the government. Material will be delivered f.o.b. supplier's plant __, __ with shipment to be made to destination(s) specified herein. The transportation cost is to be shown on the same invoice as supplies are billed but as a separate item. The contractor agrees to retain related transportation billings paid separately for a period of three years and to furnish such bills to the government when requested for audit purposes. For obligation purposes only, the transportation cost is estimated to be \$__.

___ INSPECTION AND ACCEPTANCE

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at _ by _. The contractor shall notify the cognizant inspector when material is available for inspection. The place (or places) designated for quality assurance actions may not be changed without the written authorization of the contracting officer.

___ PAYMENT FOR PUBLICATIONS WITHOUT INVOICE

It is hereby certified that the contractor refuses to submit a bill or invoice for the item(s) purchased hereunder, and accordingly, payment in advance is required. Payment by check will be made directly to the contractor by the paying office designated herein.

**___ 52.223-3, HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA
(JAN 1997)**

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

MATERIAL(If none, insert "None")

IDENTIFICATION NO.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

252.223-7001, HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq.). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

 MATERIAL (If none, insert "None")

 ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

SOLICITATION PROVISIONS

The following provisions marked with an X apply to this solicitation:

 X **52.211-14, NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)**

 DX or X DO Rated Order

 52.217-3, EVALUATION EXCLUSIVE OF OPTIONS (APR 1984)

 52.217-4, EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD (JUN 1988)

 52.217-5, EVALUATION OF OPTIONS (JUL 1990)

 52.247-45, F.O.B. ORIGIN AND/OR F.O.B. DESTINATION EVALUATION (APR 1984)

 AWARD BY LOT

(a) Award will be made to a single offeror on each entire lot.

(b) For the purpose of evaluating offers, each lot indicated below will be considered as a single item and will be awarded only as a unit:

Lot Number Item Number

(c) The offeror must propose on all items in a lot to be eligible for award of that lot. Award will be made to the responsible offeror proposing the lowest aggregate price for each lot as designated above; however, the Government reserves the right to award by item within any lot when the contracting officer determines that it is advantageous to the Government.

 AWARD CRITERIA

Award will be made to that responsible offeror proposing the lowest price for the supplies or services meeting the requirements of the solicitation.

___ EVALUATION - BEST VALUE

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- (1) Technical capability of the item offered to meet the Government's requirements.
- (2) Price
- (3) Past Performance

(b) Technical Capability and Past Performance are essentially equal in importance. When combined, Technical Capability and Past Performance are significantly more important than Price. However, Price is important and will be seriously considered. The importance of price will increase with the degree of equality of the offers in relation to the other factors, or when it is so significantly high as to diminish the value of the other factors to the Government.

(c) Past performance will be evaluated as an indicator of the offeror's expected future performance. The contracting officer will consider all available information concerning the offeror's past performance whether contained in the proposal or not. This may include information furnished by points of contact not named in the proposal or information from other sources such as commercial rating services. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance.

(d) *Options*. This paragraph applies only if options are included in this solicitation. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(e) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

OFFEROR REPRESENTATIONS AND CERTIFICATIONS.

Complete the information required below and provide a copy with your offer.

CONTRACTOR IDENTIFICATION:

DUNS number is: _____

CAGE code is: _____

Taxpayer Identification Number (TIN) is: _____

X 52.219-1, SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) – ALT I (APR 2002)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is set forth on the front page of the solicitation.

(2) The small business size standard is set forth on the front page of the solicitation.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that –

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

“Service-disabled veteran-owned small business concern” -

(1) Means a small business concern -

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern,” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern,” means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a small, HUBZone small, small disadvantaged or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

X **52.22-22, PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

The offeror represents that -

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;

(b) It ☐ has, ☐ has not, filed all required compliance reports, and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

X **52.22-25, AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that -

(a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

X 252.225-7000, BUY AMERICAN ACT -- BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)

(a) Definitions. "Domestic end product," "foreign end product," "qualifying country," and "qualifying country end product," have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

<u>Line Item No.</u>	<u>Country of Origin</u>
_____	_____
_____	_____

(3) The following end products are other foreign end products:

<u>Line Item No.</u>	<u>Country of Origin</u>
_____	_____
_____	_____

STATEMENT OF WORK

Background: Existing and proposed NUWC Electromagnetic Compatibility (EMC) programs require an in house capability for testing Electromagnetic characteristics of systems and equipment in accordance with MIL-STD-461D & E specifications. A semi-anechoic chamber is required to meet the military test requirements and specifications for our present and future testing. To meet this requirement, the Shielded Room, B25, in Building 1319 must be upgraded to a semi-anechoic chamber in accordance with MIL-STD-461.

The Contractor shall upgrade existing welded shield room with a Flat Ferrite Tile and a 3 1/4" Pyramidal Ferrite Tile Cones for the MIL-STD 461/E requirement. The anechoic material must meet the absorption requirements of MIL-STD-461, paragraph 4.3.2.1 and Table 1. The MIL-STD-461 absorption requirements are included in Table I.

TABLE I. Absorption at normal incidence.

Frequency	Minimum absorption
80 MHz – 250 MHz	6dB
above 250 MHz	10dB

In addition to the absorption requirements, the anechoic material must have the following characteristics:

Size: Less than 3.5 inches tall (in order to preserve room volume and working space).

The anechoic material must be modular and panelized.

The material must be able to be painted without loss of performance (absorption).

Anechoic material must be demountable and reusable (i.e. not adhesive mounted).

Installation of the anechoic material is required as part of this procurement.

Scope of Work shall include the following:

Rear Wall: Existing Gypsum Board wall to first be covered with 1/4" plywood mounted through to the existing metal studs to a 10' +/- height from the existing floor. A single row of Flat Ferrite Tile will be worked in at the Ground Buss Level across the entire width of the rear wall to allow access to the Ground Buss. The existing rear wall opening will be covered with a plywood box with a hinged cover.

Front Wall Drop Ceiling: The Contractor shall construct a Steel Frame, wood covered drop ceiling to avoid existing conduits, sprinkler heads, Fire Detector and other items. The New Ceiling height will be at 10' +/- from the existing floor to match the Rear Wall. The new ceiling will project toward the rear wall 6'-3" +/- The Bottom Side of the New

Ceiling will be covered typical to the Rear Wall with both Flat Ferrite Tile and Pyramidal Ferrite Tile.

Front Wall: Typical to Rear Wall except coverage will begin at 43" above the existing floor to allow access to the Ground Buss and 3' wide Copper Top Work Bench. There will be no tile of any kind under the work bench including the ends.

Side Walls: Both Left and Right Side Walls will be covered with both Flat & Pyramidal Ferrite Tile for a 6'-3" +/- distance toward the Rear Wall. The side walls will be covered from on top of the 10: high electrical buss duct to the underside of the New Drop Ceiling at about the 10' +/- height.

The following items are excluded from this bid:

Removal or replacement of any Lights, Electrical conduit and fittings, Fire Detectors and Sprinkler heads.

EMC LAB
Bldg 1319, Rm B09

